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the jury. They also refused to distinguish between policies containing an express subrogation clause and those containing no such provision. See also the same case in 41 Fed. 271, and note in 29 L. R. A. N. S. 698.

INSURANCE—SUBROGATION—SPLITTING CAUSES OF ACTION.—Plaintiff insured an automobile against accident, the policy providing for subrogation. It was struck by defendant's street car and not only was the automobile damaged but the owner suffered personal injuries. Plaintiff discharged its liability under the policy and received an assignment of the owner's rights for the injury to the car. Thereafter the owner recovered against the defendant for his personal injury. *Held*, that the recovery of that judgment was not a bar to a subsequent recovery by the plaintiff under its assignment, for owing to the provision in the policy for subrogation two causes of action arose from the accident. *Underwriters at Lloyds Ins. Co. v. Vicksburg Traction Co.*, (Miss. 1913), 63 So. 455.

The question of whether an injury to person and to property by the same wrongful act gives rise to more than one cause of action is one upon which the courts are divided. By the weight of authority in America only a single cause of action arises, these courts considering the right of recovery as based upon the single wrongful act rather than the injuries resulting therefrom. *King v. Chicago, M. & St. P. Ry.*, 80 Minn. 83, 82 N. W. 1113, 81 Am. St. Rep. 238, 50 L. R. A. 161 and note. The English and several well-considered American cases hold that there are separate causes of action for each injury and not a single indivisible cause arising from the wrongful act. *Brunsdon v. Humphrey*, L. R. 14 Q. B. Div. 141, 53 L. J. Q. B. N. S. 476; *Ochs v. Public Service Co.*, — N. J.—, 80 Atl. 495, 36 L. R. A. N. S. 240 and note. In an earlier decision the Mississippi court had adopted the former of these views, *Kimball v. Railroad*, 94 Miss. 396, 48 So. 230. The decision in the principal case endeavors to reconcile this doctrine with the principles of subrogation under a policy of insurance. The court held that, by reason of the contract of insurance with the provision for subrogation, the insurer had an equitable interest in the property insured; that upon the injury it had a like interest in the damages, which ripened into a cause of action when they indemnified the assured for his loss. Hence there were two causes of action arising from the injury to the property alone. This view enabled the court to disregard the effect of the judgment for the personal injury, but its soundness may be doubted on other grounds. It is difficult to see how an insurer has any interest in the property insured upon which he can base a separate cause of action. He has no right of action against a tort-feasor other than by subrogation to those vested in the assured at the time of the loss. *Phoenix Ins. Co. v. Erie Transportation Co.*, 117 U. S. 312. To hold otherwise would seem to overthrow the whole doctrine of subrogation. If the insurer has a right of action separate from that of the assured it would seem that no release by the latter could impair his rights, and yet the contrary has repeatedly been held. Even where the assured in his release excepts the claim of insurer it has been held that the rights of the latter were nevertheless cut off. *Packman v. Insurance Co.*, 91 Md. 517, 50 L. R. A. 828, 80 Am. St. Rep. 461.